

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 70	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-01-R-0039		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 21 Mar 2001	6. REQUISITION/PURCHASE NO. 17161567	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK PHILADELPHIA NAVAL BUSINESS CTR. CODE 3353, KAREN VANGIESEN PHILADELPHIA PA 19112-1403			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 4, 2nd Floor, Rm 2900</u> until <u>15 30</u> local time <u>28 Mar 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME KAREN VANGIESEN		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 215-897-7644		C. E-MAIL ADDRESS VanGiesenKJ@nswccd.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

Labor Hours
CPFF - Estimated labor hours - 7891
PURCHASE REQUEST NUMBER 17161567

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

Technical Data IAW DD Form 1423 Exhibit A
CPFF
PURCHASE REQUEST NUMBER 17161567

NOT SEPARATELY PRICED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Material Costs associated with Item 0001				NTE \$60,000.00
	Material such as metal plate, piping, welding hardware (as required).				
	PURCHASE REQUEST NUMBER 17161567				

TOTAL ESTIMATED COST *

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Travel Costs associated with Line Item 0001				NTE \$130,925.00
	Per Diem, Airfare, Car Rental (As required)				
	PURCHASE REQUEST NUMBER 17161567				

TOTAL ESTIMATED COST *

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Engineering and Technical Services				
	CPFF - Engineering and Technical Services to Support Rip-Out and				
	Installation of (1) Submarine Subsafe system onboard the USS TOLEDO				
	(SSN769), a SSN688 Class Submarine, in New London, CT.				
	PURCHASE REQUEST NUMBER 17161567				

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Labor Hours				
	CPFF - Estimated Labor Hours - 7891				
	PURCHASE REQUEST NUMBER 17161567				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Technical Data IAW DD Form 1423 Exhibit A				
	CPFF				
	PURCHASE REQUEST NUMBER 17161567				
				NOT SEPARATELY PRICED	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Material Costs Associated with Item 0002				NTE \$60,000.00
	Material such as metal plate, piping, welding hardware (as required)				
	PURCHASE REQUEST NUMBER 17161567				
				TOTAL ESTIMATED COST *	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Travel Costs Associated with Line Item 0002 Per Diem, Airfare, Car Rental (As required) PURCHASE REQUEST NUMBER 17161567				NTE \$99,800.00

TOTAL ESTIMATED COST *

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Engineering and Technical Services CPFF - Engineering and Technical Services to support Rip-Out and Install (1) Submarine Subsafe System onboard the USS LOUISVILLE (SSN724), a SSN688 Class Submarine in Pearl Habor, HI. PURCHASE REQUEST NUMBER 17161567				

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Labor Hours CPFF - Estimated labor hours - 7716 PURCHASE REQUEST NUMBER 17161567				

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Technical Data IAW DD Form 1423 Exhibit A CPFF PURCHASE REQUEST NUMBER 17161567				

NOT SEPARATELY PRICED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Material Costs Associated with Line Item 0003 Material such as metal plate, piping, welding hardware (as required) PURCHASE REQUEST NUMBER 17161567				NTE \$60,000.00

TOTAL ESTIMATED COST *

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Travel Costs associated with Line Item 0003 Per Diem, Airfare, Car Rental (as required) PURCHASE REQUEST NUMBER 17161567				NTE \$130,925.00

TOTAL ESTIMATED COST *

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Engineering and Technical Services CPFF - Engineering and Technical Services to Support Rip-Out and installation of (1) Submarine Subsafe System onboard the USS SAN JUAN (SSN751) a SSN688 Class Submarine in New London, CT. PURCHASE REQUEST NUMBER 17161567				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Labor Hours CPFF - Estimated Labor Hours - 7891 PURCHASE REQUEST NUMBER 17161567	688,963.00			
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Technical Data IAW DD Form 1423 Exhibit A CPFF PURCHASE REQUEST NUMBER 17161567				
NOT SEPARATELY PRICED					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Material Costs Associated with Item 0004				NTE \$60,000.00

PURCHASE REQUEST NUMBER 17161567

TOTAL ESTIMATED COST *

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Travel Costs Associated with Line Item 0004				NTE \$99,800.00
	Per Diem, Airfare, Car Rental (as required)				
	PURCHASE REQUEST NUMBER 17161567				

TOTAL ESTIMATED COST *

**INSTALLATION CONTRACTOR MAY BID ON A PARTIAL NUMBER OF INSTALLS OR ALL
INSTALLS AS LISTED UNDER CLINS 0001 THROUGH 0004**

*** SUPPORT COSTS**

**SUPPORT AND SUBCONTRACT COSTS WILL BE REIMBURSED ON THE BASIS OF ACTUAL
REASONABLE AND ALLOWABLE COSTS INCURRED PLUS G&A ONLY (NO FEE).**

SECTION C Descriptions and Specifications

Statement of Work

The contractor shall furnish under Items 0001 thru 0014, non-personal administrative and technical services, materials, tools, equipment and required support to perform rip-out the existing #2 AN/BRA-34 Multifunction mast system and installation of the High Data Rate (HDR) Mast Mechanical Antenna Mast System onboard the USS CHEYENNE (SSN773), USS TOLEDO (SSN 769), USS LOUISVILLE (SSN 724), and USS SAN JUAN (SSN751). **The contractor shall be certified by the Commander Naval Sea Systems Command, Washington, DC to perform work on SUBSAFE systems and be listed on NAVSEA NOTICE 5000.**

The work hereunder shall be accomplished by personnel meeting the minimum Qualifications for work specified herein and shall be provided on-site as required at the Naval Base Pearl Harbor on or about June 1, 2001 for USS CHEYENNE (SSN773), and on or about July 20, 2001 for USS LOUISVILLE (SSN724). Specified work shall be provided on-site at SUBASE New London, Conn. on or about June 4, 2001 for USS TOLEDO (SSN769), and on or about July 16, 2001 for USS SAN JUAN (SSN751).

TASK (1):**A. GENERAL:**

1. The purpose of this alteration is to provide enhanced Extremely High Frequency (EHF) Low Data Rate (LDR) capabilities and add EHF Medium Data Rate (MDR) and Super High Frequency (SHF) Defense Satellite Communication System (DSCS) capabilities on the USS CHEYENNE (SSN773), USS TOLEDO (SSN769), USS LOUISVILLE (SSN724) and USS SAN JUAN (SSN751).
2. The contractor will be required to remove structural, piping and electrical interference associated with the existing #2 AN/BRA-34 Multifunction communication mast. In it's place will be installed a High Data Rate (HDR) Mast Mechanical Group (MMG), HDR antenna and all hydraulic and electrical hull penetrations needed to support system operations.

B. DESCRIPTION:

1. The contractor will install SUBHDR SHIPALT 4173K, in accordance Section "C" and NAVSEA Phila. Installation Procedure Manual SE-134-AB-PRO-010, "Procedure for Installation of HDR SATCOM Antenna Mast Mechanical Group (MMG).
2. The contractor will install SHIPALT 3666D, which provides remote lowering capabilities for the Radio Directional Function/Multifunction Purpose Mast (RDF/MPM) antenna.

3. The contractor will be responsible for all SUBSAFE work associated with SHIPALT 4173K, Increment 1, including Re-Entry Control (REC) maintenance, receipt inspection, custody/storage, installation and documentation/certification of all controlled (i.e. SUBSAFE, Level-1) material and work incidental to the task:
 - a) SUBSAFE work during SHIPALT 4173K, INCREMENT-1 will consist of two new Electrical Hull Fittings (EHF) and one Hydraulic Pipe Hull Penetration.
 - b) LEVEL-1 work will consist of Hydraulic Piping Modifications in the sail and control room areas.
4. The contractor shall ensure all work is in strict compliance with the applicable NAVSEA DWG's, plans, specifications, references, standards and directives. The contractor shall process waivers and/or deviations resulting from work performed. The contractor shall provide copies of all "DD 1694's" for SUBSAFE and major waivers/deviations to the Ship, Readiness Support Group, Class Planning Yard and NAVSEA Phila.
5. The contractor shall provide 24-hour supervisory point of contact and engineering support during the schedule installation period.
6. The contractor shall maintain work sites in the highest reasonable state of cleanliness consistent with the specific work. As a minimum, all trash, industrial waste and mechanical grinding/cutting debris will be removed at least once every shift.
7. The contractor shall prepare, paint and restore all areas disturbed during the installation period.
8. The contractor shall provide properly qualified personnel, meeting the requirements specified herein under this contract, to perform the scheduled work. In addition, it is the responsibility of the contractor to ensure all applicable personnel have the proper security clearances for work performance under this contract, as specified under the (attached) DD 254.
9. The contractor shall obtain hot-work chits in accordance with the lead maintenance activity instruction policy prior to commencing any hot work.
10. The contractor will be responsible for preparing and submitting all requests for deviation/waivers to the planning yard for review and approval.
11. The contractor will provide CO₂ extinguishers.
12. The contractor shall enforce Safety requirements, in accordance with Alteration Team Technical Specification Guidance Manual, (NSTS 9090-310A). Safety practices should include, but not be limited to safety shoes, eye protection and hard hats.

13. The contractor shall ensure that all cables, hoses and lines used during the installation are properly tagged as to their use, pressure, voltage, etc. When cables, hoses or lines must be passed through watertight doors and hatches, disconnects must be located as close as possible to the affected door or hatch with a fire ax located in close proximity for severing cables, lines or hoses as necessary. Quick-disconnects will be used where possible.

C. DRAWINGS:

NOTE: Installing contractor should insure that the drawings used include all reverse Liaison Action Requests (LAR's).

1. The following drawings pertain to the installation of the HDR system on USS LOUISVILLE (SSN723).
 - a. 585-6931037 - HDR SSN 688-725 AND 750 MMG SAIL ARRANGEMENT
 - b. 100-6931014 - HDR CLOSURE DOOR ASSEMBLY, PENETRATIONS, PRESSURE HULL 46-47
 - c. 112-6931013 - HDR 688-725 AND 750 SAIL STRUCTURAL RIP-OUT
 - d. 112-6853528 - HDR ANTENNA SYS SSN 688-725 AND 750 SAIL STRUCTURAL MOD.
 - e. 302-6931012 - HDR ANTENNA SYS SSN 688-725 AND 750 EXTERNAL WIREWAYS & CABLE RIP-OUT (**EXCEPT FOR SPLICING WIRING T P46-5P, P46-6C & P46-2C**)
 - f. 585-6853523 - SSN 688 CL. PORT AN/BRA-34 CABLE GUARD MODIFICATION FOR HDR ANTENNA CABLE INSTALLATION
 - g. 302-6931011 - HDR ANTENNA SYS SSN 688-725 AND 750 EXTERNAL WIREWAYS & CABLE INSTALLATION (**EXCEPT FOR UNSPLICING WIRING TO P46-6C 7 P46-2C**)
 - h. 516-7259353 - SSN 688 CL. EXTERNAL HYDRAULIC SYSTEM HDR ANTENNA DIAGRAM
 - i. 516-7259355 - SSN 688 CL. EXT HYD SYS MOD HDR ANT, L/M, ARG. HGR DET, JT MAP/ WELD INDEX (EXTERNAL)
 - j. 516-7259354 - SSN 688 CL. EXT HYD SYS MOD HDR ANT, L/M, ARG. HGR DET, JT MAP/ WELD INDEX (INTERNAL)
 - k. 113-7259894 - SSN 688 CL. FOUNDATIONS HDR ANTENNA CLOSURE DOOR HYDR VALVE & MISC EQPT
 - l. 516-7259358 - SSN 688 CL. EXTERNAL HYDRAULIC SYSTEM HDR ANTENNA FLUSH DIAGRAM.
 - m. 401-7390234 - BALLAST CONTROL PANEL MODS FOR HDR ANTENNA CAPABILITY
 - n. 401-7314165 - CKT "K-EH", "C-1ML" & "2ML" MOD TO SPRT INSTL OF SUB HDR ANTENNA CAD & WT (**FOR OUTBOARD CABLE DISCONNECTION TO P46-5P NEW/REPLACEMENT CONNECTION TO THE NEW P46-5P**)

- o. 409-7313920 - SUBHDR ANTENNA UPGRADE RIPOUT AND INSTALLATION CABLING DIAGRAM (**CABLE RIP-OUT OF OUTBOX AN/BRA-34, INSTALLATION OF OUTBOARD HDR CABLE AND OUTBOARD HF HYDROPHONE ONLY**)
 - p. 401-7314166 - BALLAST CONTROL PANEL WIRING MOD TO SUPPORT INSTALLATION OF SUBHDR ANTENNA
 - q. 608-7388065 - RIP-OUT & INSTALLATION MISC LOCKERS & STOWAGES
 - r. 445-7314172 - MISC ARR & TYPE MOUNTS TO INSTALL SUBHDR
 - s. 409-7313921 - SUBHDR ANTENNA UPGRADE SYSTEM WIRING TABLE
 - t. 516-7428940 - CHECK VALVE, PILOT OPERATED, 1/2" NPS, FLANGED, DETAILS, ASSEMBLY & LIST OF MATERIAL
 - u. 302-7313636 - MODS TO POWER & CABLE RTS TO IC UPGRADE
2. The following drawings pertain to the installation of the HDR system on the USS CHEYENNE (SSN773), USS TOLEDO (SSN769), USS SAN JUAN (SSN751):
- a. 585-7287405 - HDR SSN751-773 MMG SAIL ARRANGEMENT
 - b. 100-6931014 - HDR CLOSURE DOOR ASSEMBLY, PENETRATIONS, PRESSURE HULL 46-47
 - c. 112-7287406 - HDR 751-773 SAIL STRUCTURAL RIP-OUT
 - d. 112-7287407 - HDR 751-773 SAIL STRUCTURE MODIFICATION
 - e. 302-7287408 - HDR 751- 773 EXTERNAL WIREWAYS & CABLE RIP-OUT
 - f. 585-6853523 - SSN688 CLASS PORT AN/BRA-34 CABLE GUARD MODIFICATION FOR HDR CABLE INSTALLATION
 - g. 302-7287409 - HDR SSN 751-773 EXTERNAL WIREWAYS & CABLE INSTALLATION
 - h. 516-7259353 - SSN688 CLASS EXTERNAL HYDRAULIC SYSTEM HDR ANTENNA DIAGRAM
 - i. 516-7259355 - SSN688 CL EXT HYD SYS MOD HDR ANT, L/M, ARGMT, HGR DET, JT MAP/WELD INDEX(EXTERNAL)
 - j. 516-7274112 - SSN688 CL EXT HYD SYS MOD HDR ANT, L/M, ARGMT, HGR DET, JT MAP/WELD INDEX (INTERNAL)
 - k. 113-7259894 - SSN688 CL FOUNDATIONS HDR ANTENNA CLOSURE DOOR HYDR VALVE & MISC EQPT
 - l. 516-7259358 - SSN688 CL EXTERNAL HYDRAULIC SYSTEM HDR ANTENNA FLUSH DIAGRAM
 - m. 111-7273889 - SSN688 CLASS MODS TO FAIRWATER IN WAY OF AN/WLR-9 ANTENNA RELOCATION
 - n. 516-7274113 - SSN688 CL EXT HYD SYS MOD FOR AN/WLR-9 ANT RELC TO SUIT HDR ANT ARGMT (EXT)
 - o. 412-7273851 - SSN688 CLASS WLR-9 HYDRPHONE RETRACTION

- MECH RELOCATION RIP-OUT, INST & DETAILS
- p. 302-7274319 - SSN688 CL EXT WIREWAY & CABLE ROUTING MODS TO SUPPORT INSTALLATION OF HDR ANTENNA
 - q. 401-7390234 - BALLAST CONTROL PANEL MODS FOR HDR ANTENNA CAPABILITY
 - r. 401-7429031 - CKT "K-EH", "C-1ML" & "2ML" MOD TO SPRT INSTL OF SUB HDR ANTENNA CAD & WT
 - s. 409-7313920 - SUBHDR ANTENNA UPGRADE RIPOUT AND INSTALLATION CABLING DIAGRAM (**CABLE RIP-OUT OF OUTBOARD AN/BRA-34, INSTALLATION OF OUTBOARD HDR CABLE AND OUTBOARD HF HYDROPHONE ONLY**)
 - t. 401-7429032 - BALLAST CONTROL PANEL WIRING MOD TO SUPPORT INSTALATION OF SUBHDR ANTENNA
 - u. 608-7388065 - RIPOUT & INSTALLATION MISC LOCKERS & STOWAGES
 - v. 445-7314171 - MISC ARR & TYPE MOUNTS TO INSTALL SUBHDR
 - w. 409-7313921 - SUBHDR ANTENNA UPGRADE SYSTEM WIRING TABLE
 - x. 401-7314570 - INTEGRATED ANNOUNC SYS IC CKT "MC" MOD FOR HDR ANT CAD & WT
 - y. 516-7428940 - CHECK VALVE, PILOT OPERATED, ½" NPS, FLANGED, DETAILS, ASSEMBLY & LIST OF MATERIAL
 - z. 302-7313636 - MODS TO POWER & CABLE RTG TO IC UPGRADE

D. QUALITY ASSURANCE REQUIREMENTS

1. CONTRACTOR'S QUALITY/INSPECTION SYSTEM

- a. The contractor shall provide and maintain a written inspection system, which will assure that all supplies and services submitted to the Government for acceptance conform to contract requirements whether manufactured or processed by the contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate product conformance to drawing, specifications and contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract. The contractor's inspection shall be documented and shall be available for review by the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, Bldg. 29, Phila., PA 19112-5083, Attn. Code 9613, via the DCMC, fifteen (15) days after award of contract and throughout the life of the contract. The contractor shall notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site in writing of any change to the inspection system. The inspection system shall be subject to disapproval if changes thereto would result in nonconforming product. Vendors currently operating under ANSI/ASQC Q9002-1994 or MIL-I-45208 quality system will be deemed acceptable

under this provision.

b. The Quality/Inspection System shall include the following:

- 1) Document Control
- 2) Purchasing
- 3) Control of Customer Supplied Material (Government Furnished Material)
- 4) Product Identification and Traceability
- 5) Process Control
- 6) Inspection and Testing
- 7) Inspection Measuring and Test Equipment Calibration in accordance with the requirements of ANSI/NCSL Z540-1 or ISO 10012-1.
- 8) Inspection and Test Status
- 9) Control of Nonconforming Product
- 10) Corrective Action
- 11) Handling, Storage, Packaging, and Delivery
- 12) Records
- 13) Control of SUBSAFE, and Level I Material.
- 14) Controls to assure sub-contractors comply with contract quality system requirements.

1. PROCEDURES:

a. The contractor shall furnish the following procedures:

- 1) A Controlled work package. This document shall contain as a minimum:
 - a) Step-by-step method with inspection/verification points.
 - b) Identification of each characteristic to be inspected.
 - c) Acceptance and reject criteria.
 - d) Actual dimension recordings.
- 2) Nondestructive Test Procedures in accordance with NAVSEAT9074-AS-GIB-010/271 for:
 - a) Dye Penetrant
 - b) Magnetic Particle
 - c) Visual.
- 3) Written welding procedures and welders Qualification data in accordance with NAVSEA S9074-AR-GIB-010/278.

- 4) For HY-80/100/130 material, written welding procedures and welders Qualification data in accordance with T9074-AD-GIB-010/1688.

2. RECORDS:

- a. For each assembly, component, delivered item, the supplier shall furnish one (1) copy of the following documents correlated to the contract number and serial number assigned to the assembly:
 - 1) For Government-Furnished Material:
 - a) Certification that material furnished was used in the assembly it was supplied for.
 - b) Document list of all material used in such furnished assembly. For each piece, the list shall include the drawing number, piece number, and component serial letter.
 - 2) For Contractor-Furnished Raw Material:
 - a) For contractor supplied material, the contractor shall supply documented verification of raw material identification by meaningful, visual, acid, magnetic, and hardness tests.
 - 3) Copies of qualifications of personnel performing welding under this contract in accordance with NAVSEA S9074-AQ-GIB-010/248.
 - 4) Test reports showing the results of non-destructive testing inspections. Report must include joint identification, plan number, piece number, compliance to NAVSEA T9074-AS-GIB-010/271 for procedures used, and show acceptance to:
 - a) Visual Inspection of Welds - MIL-STD-2035.
 - b) Dye Penetrant Testing - MIL-STD-2035.
 - c) Magnetic Particle Testing - MIL-STD-2035.
 - 5) Copies of current qualifications to NAVSEA T9074-AS-GIB-010/271 for personnel performing and evaluating the results of non-destructive test.
 - 6) Copies of test reports showing the results of:
 - a) Hydrostatic Pressure Testing.
 - b) Dynamic Testing.
 - c) Cylinder Cycling Test Performance

- d) Optical Alignment
- 7) The inspection records shall show the results of every dimension inspected and shall include the inspector's signature and date. The inspection records are to be maintained on Objective Quality Evidence Data Sheets (OQEDS) supplied by the contractor. The results of dimensional inspections shall be indicated on a configuration facsimile of the component as shown on the applicable drawing. Actual measurements are required. The OQEDS shall contain:
 - a) Copies of inspection records on the following characteristics are required for each piece:
 - (1) Dimensions
 - (2) Threads Class 3 or higher in accordance with ASME B1.3, System 22 requirements
 - (3) Threads Class 2 in accordance with ASME B1.3, System 21 requirements
 - (4) Geometric characteristics (forms, profile, orientation, location, run out, etc.)
 - (5) Finishes 32 or less.
 - (6) Angles
 - (7) Torque
 - b) Contract number, name of contractor, plan number, revision letter, piece number, serial letter/number of finished piece, item nomenclature, material degree of control, and MIC number if SUBSAFE, or Level I.
 - c) Certification of stress relieving for pieces requiring stress relief.
 - d) Certification of age hardening for pieces requiring age hardening.
 - e) A qualification summary sheet that will summarize and correlate all of the Objective Quality Evidence to support product quality. Certifications summary sheet blanks, used by the contractor, will be supplied by the contractor.
 - f) All of the supplied documents shall have complete traceability to the hardware for inspection purposes. Therefore, whenever applicable, records shall show piece numbers, and drawing numbers.
 - g) Complete inspection report showing the results of visually inspecting O-rings used in the assembly. This report shall have attached the individual O-ring

packages that the O-rings were supplied in and shall show the cure date of each O-ring.

- h) Electrical test reports as required by Drawing or Specification.
 - i) Documented list of all material used in each finished and delivered assembly.
 - j) Statement that certifies items delivered is free of mercury contamination.
- 8) Records for each assembly, component, delivered item shall identify the inspection, measuring, test equipment, calibration dates and calibration due dates for inspection, measuring, and test equipment used during verifications, inspections, and/or tests.

3. CONTROL OF GOVERNMENT FURNISHED MATERIAL (GFM):

- a. Material received from NAVSEA Philadelphia will be received accompanied by NAVSEA Philadelphia Material Control Form 154-04-036.
- b. NAVSEA Philadelphia will be responsible for completing Material Control upon issue of the material.
- c. Upon receipt of material, contractor will inventory material and return two (2) copies of the completed form to NAVSEA Philadelphia, Code 9633.
- d. Material traceability must be maintained at all times from material to the Material Control Form.
- e. Excess material or spoilage is to be returned to the government.
- f. Government-Furnished Equipment shall be returned in good and usable condition. If repairs are required, the cost of repairs shall be charged to the contractor.

4. SUBSAFE, AND LEVEL I MATERIAL REQUIREMENTS:

- a. The component(s) to be supplied under this specification is (are) in a hull integrity application aboard Navy submarines. The materials utilized shall be manufactured under strict quality control procedures to ensure compliance with all invoked specifications.
 - 1) The SUBSAFE, and Level I material is as identified by drawings.
 - 2) The contractor shall mark SUBSAFE and Level I raw material with the heat number. Items too small to mark must be bagged and tagged. Traceability must be maintained from the raw material to the finished part.
 - 3) Material Identification Control (MIC) numbers shall be assigned by NAVSEA Philadelphia, Code 9613 unless certified MIC marked parts are provided by a

NAVSEA approved certifying activity with a Certifying Activity Designator (CAD). Each finished component will be delivered identified with drawing number, piece number, component serial number, and MIC number if "SUBSAFE" or "Level I" material. The contractor may not alter or remove the MIC number once applied.

- a) If applicable, MIC marking of the SUBSAFE or LEVEL I component(s) or assembly must be accomplished in the presence of a representative from NAVSEA Philadelphia Code 9613 or the delegated Government Representative.
 - b) The MIC number must remain associated with the material at all times. The finished component must be permanently marked in accordance with MIL-STD-792.
- 4) For contractor supplied "SUBSAFE," and "Level I" raw material, the contractor shall supply original (mill) certification reports of physical properties and chemical composition traceable to material by heat number in compliance with DID-MISC-81020.
- 5) Material supplied as GFM shall be processed in accordance with the following provisions:
- a) Document all material used in such furnished assembly. For each piece, the list shall include the drawing number, piece number, component serial letter, Heat/Lot number and MIC number.
 - b) Raw material will be permanently marked with MIC number if the end use is for "SUBSAFE" or "Level I" material.
 - c) If material is subdivided, the MIC number shall accompany each segment.
 - d) MIC numbers will be permanently transferred to all surplus material.
- 6) Certification: The contractor shall submit the following certification data:
- a) Certification of welding electrodes used shall be furnished. This includes chemical and mechanical properties, manufacturer, control number, heat number, type, and size.
 - b) K-Monel Material Properties - Furnish a quantitative report of test results conforming to the applicable specification.
 - (1) Nickel-Copper-Aluminum Alloy, K-500 material per FED SPEC QQ-N-286, used in the fabrication of parts to be provided for SUBSAFE or Level I application, shall be produced by INCO Alloy International, Inc. and substantiated by material certification from the vendor. (Reference Document: NAVSEA letter 4400, Ser 3931/4204 of 2 Dec, 1991).

- c) Verification of the correctness of material fasteners shall conform to the requirements of MS18116, MIL-S-1222.
- d) Verification of Assembly - A torque record reflecting actual torque applied and lubricant used when drawing, or special notes specify such records.
 - (1) For all other instances, the vendor will provide a certificate of compliance attesting to conformance with all drawing and specified requirements.
 - (2) SUBSAFE/Level I components removed from equipment/assemblies/subassemblies must be identified and documented.
 - (3) SUBSAFE/Level I components installed into equipment/assemblies/subassemblies must be identified and documented.
 - (4) O-rings utilized in SUBSAFE/Level I assemblies/subassemblies/piece parts must be documented, reporting the type O-ring used, results of visual inspection of O-ring, cure date, and quantity used.
- e) Verification of Dimensions – The contractor is required to certify via a certificate of compliance that all dimensions, threads, angles, and finishes comply with drawings or specification requirements. All approved deviation/waivers shall be listed as part of the certificate of compliance.
- f) Verification of Electrical Test - The contractor is required to certify via a certificate of compliance that all electrical tests comply with drawings or specification requirements.
- g) Soundness - Radiographic inspection to all castings associated with pressure hull boundary and subject to sea pressure in the primary and secondary boundary to be in accordance with NAVSEA S9074-AR-GIB-010/278 Dye penetrant or magnetic particle inspection of all castings subject to above radiographic inspection in accordance with NAVSEA S9074-AR-GIB- 010/278. Submit approved radiographic standard shooting sketch, radiographic inspection report, and radiographic film for each casting radiograph, inspection report of dye penetrant and/or magnetic particle inspection, and qualification report for each NDT inspection.
- h) Traceability shall be maintained between the material and its quantitative test reports through a unique traceability number, heat-lot number, or heat-treat number as applicable, which shall also be marked on the material. Control must be established to retain this number in association with the material during machining. This traceability number marked on the material shall provide direct traceability to the materials chemical composition and mechanical property certification data.

- i) SUBSAFE assemblies with non-metallics within the SUBSAFE Boundary and joints shall be identified and controlled in accordance with applicable specifications and drawings. Identification shall be product description, national stock number, and/or material specification.
- (1) Traceability shall be provided for raw ingredients used to manufacture all SUBSAFE non- metallic parts and components.
- 7) Storage - All "SUBSAFE", and "Level I," material shall be segregated from other material.
 - a) "SUBSAFE" material shall be segregated from "Level I" material.

b. Verification/Summary:

Note: Unless certified MIC marked parts are provided by a NAVSEA approved certifying activity with a Certifying Activity Designator (CAD) the following applies:

1. The contractor shall contact NAVSEA Philadelphia Code 9613 in writing after award of contract for rubber stamp, which will be provided, to the contractor for use under this contract.
2. Stamps: The NAVSEA Philadelphia SUBSAFE\Level I Material stamp shall be applied to all Objective Quality Evidence Reports for SUBSAFE/LEVEL I, SUBSAFE, or LEVEL I material. The contractor shall fill in the applicable information.
3. Material Verification: The contractor shall make available all SUBSAFE/Level I, finished parts for material verification including hardness testing and semi-quantitative analysis.
4. A summary sheet that will summarize and correlate all of the Objective Quality Evidence to support product shall be supplied.

6. SUBSAFE MAINTENANCE:

- a. SUBSAFE work shall be performed or directly delegated under the direction of activities identified in NAVSEA NOTE 5000.
- b. Re-Entry Control (REC) procedures for SHIPALT 4173K, Increment-1 related work is governed by CINCLANTFLT/CINCPACFLTINST 4790.3, Joint Fleet Maintenance Manual and NAVSEA 0924-062-0010, Rev. C, Submarine Safety (SUBSAFE) Requirements Manual. Unless otherwise specified by this agreement, the REC will be issued and serialized by the activity performing the SUBSAFE work and holding REC closure certification responsibility as authorized by NAVSEA 0924-062-0010, Rev. C,

Submarine Safety (SUBSAFE) Requirements Manual. An accompanying REC number issued by Ship's Force ("Buddy REC") may follow the REC serial number in parenthesis to assist Ship's Force in determining which REC's remain open and require closure prior to Fast Cruise. The activity serializing the REC is responsible for the SUBSAFE certification of all work authorized by the REC and for all original record retention requirements of NAVSEA 0924-062-0010, Rev. C, Submarine Safety (SUBSAFE) Requirements Manual.

- c. The contractor shall certify/conduct all retesting requirements as specified in NAVSEA 0924-062-0010, Rev. C.
- d. The contractor is responsible for the performance of any URO/MRC requirements of NAVSEA 0924-LP-064-8010.
- e. The contractor is required to issue a Certificate of Completion (COC) listing all departures, LARs, deviations and/or waivers associated with the installation work. The COC shall certify that the material condition of those parts installed, repaired and/or tested within the SUBSAFE boundary is satisfactory for continued, unrestricted operations to maximum authorized operating depth. The contractor shall deliver the COC on the day of completion of the task in the form of a letter or a Naval message.
- f. The contractor performing SUBSAFE work is responsible for removal, custody/storage, reinstallation, and documentation/certification of all controlled (i.e., SUBSAFE, Level I) work incidental to the task. The contractor shall deliver the documentation/certification at the time of completion of the SUBSAFE/Level 1 task in the form of a letter.
- g. All REC's must be closed prior to the assigned Fast Cruise start date of the USS CHEYENNE (SSN773), USS TOLEDO (SSN769), USS LOUISVILLE (SSN724) and USS SAN JUAN (SSN751) except for those Fleet Maintenance Activity "ship to shop" fabrication REC's approved to remain open by Immediate Superior In Charge (ISIC). REC's requiring at-sea testing will be accounted for by Departure from Specification (DFS) in accordance with CINCLANTFLT/CINCPACFLTINST 4790.3, Joint Fleet Maintenance Manual.
- h. The contractor's SUBSAFE work (which will consist of two new Electrical Hull Fittings and one new hydraulic pipe penetration) will be completed in accordance with references NAVSEA NOTE 5000, of NAVSEA 0924-062-0010, Rev. C, Submarine Safety (SUBSAFE) Requirements Manual and the installation Memorandum of Agreement.
- i. Where at-sea testing is required to fully re-certify a disturbed SUBSAFE system or component the contractor will identify all joints, which need to be included on the Departure from Specification for at-sea testing or Deep Dive Form to NAVSEA Phila. The REC will be held open until NAVSEA Phila. verifies that the DFS or the approved Deep Dive Test Form contains the joints that require at-sea testing. NAVSEA Phila. will provide copies of all approved DFS for at-sea testing or the Approved Deep Dive Test

Form to the Ship, Readiness Support Group, Class Planning Yard and the Installing contractor.

7. MERCURY EXCLUSION CLAUSE:

- a. Mercury Contamination: The supplies furnished under this contract shall contain no metallic or mercury compounds and shall be free from mercury contamination (i.e., during the manufacturing process, testing, or inspecting) or shall be on the List of Mercury-Containing Material/Equipment approved by NAVSEA, enclosure (1) of NAVSEAINST 5100.3C. Any material/ equipment so listed shall have label plates as prescribed in enclosure (3) of NAVSEAINST 5100. 3C. The supplies offered shall not have come in direct contact with mercury or any of its compounds nor with any mercury-containing device employing only a single boundary of containment. (A single boundary of containment is one, which is not backed by a seal or barrier.) Mercury contamination of the supplies will be cause for rejection of the material.
- b. If there is reasonable cause to suspect the supplies of being contaminated by mercury, the following test may be used to determine whether contamination by metallic mercury exists: Enclose the equipment in a polyethylene bag or close-fitting airtight container and place in an oven at 135 degrees F \pm 5 degrees F for one hour. Sample the trapped air and if mercury vapor concentration is 0.0 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned. Mercury vapor concentration can be determined with a mercury vapor detector such as a portable General Electric Vapor Detector (Catalog No. 8257557G-3), Bechman Instrument Model K-23, or other instruments that have equivalent range and capabilities. It should be noted that certain vapors such as benzene interfere with this type of mercury vapor detector and the detector should never be zero adjusted in any suspect atmosphere.
- c. If the inclusion of metallic mercury or mercury compounds is required as a functional part of the material furnished under this contract, the contractor shall obtain written approval from NAVSEA before proceeding with manufacture. The contractor's request shall explain in detail the requirement for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escape. Such a request will be forwarded to the Government Inspector or Government Representative with a copy to NAVSEA. Upon approval by NAVSEA, the vendor will provide a warning plate as prescribed by enclosure (2) of NAVSHIPSINST 5100.28 which will include a statement that mercury is a functional part of the item and also the name and location of that part.
- d. If and to the extent that this contract calls for work to be performed by the contractor on a submarine, the contractor, in connection with such work, shall not bring into or utilize in the submarine any instrument or other device containing metallic mercury or mercury compounds, unless such equipment, instrument, or device has been approved by the Naval Sea Systems Command or authorized representative for use on a submarine.
- e. The contractor is required to certify via a certificate of compliance that:

- 1) The supplies furnished under this contract contain no metallic mercury or mercury compounds.
 - 2) The contractor has taken responsible steps to ensure that the supplies furnished under this contract are not contaminated with metallic mercury or mercury compounds.
- f. The requirements of this clause shall be included in all subcontracts hereunder. Technical question pertaining to the requirements of this clause shall be referred to NAVSEA via the Government Inspection or Representative.

8. INSPECTION AND TEST

- a. The contractor is required to perform all inspections to ensure the quality of the finished item and for providing inspection and test equipment necessary to ensure that the results of inspections and tests are accurate.
- b. Representatives of an assigned Contract Administration Office (CAO) shall make inspection of the supplies and services to be furnished hereunder, at the contractors or subcontractor's plant (source).
- c. Due to the critical nature of this material, a representative of NAVSEA Philadelphia, Code 9613, is available to furnish technical assistance on all quality control matters. The contractor shall agree to notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, Bldg. 29, Phila., PA 19112-5083, Attn. Code 9613, when material is ready for inspection so NAVSEA Philadelphia has the option of conducting a quality assurance surveillance on the material at the contractor's plant prior to shipment. A minimum of seven (7) days is required to arrange such a visit.
- d. This contract shall not be considered complete unless all documents and items required to be delivered under this contract are received and determined to be acceptable by NAVSEA Philadelphia.
- e. Unless otherwise specified, the supplier is responsible for the performance of all inspection requirements as specified herein. The Government reserves the right to perform any of the inspections set forth in the above requirements where such inspections are deemed necessary to ensure that supplies and services conform to requirements.
- f. Requests for engineering changes, waivers, or deviations shall be submitted in accordance with MIL-STD-973 using Forms DD 1692 and 1694 as appropriate. A "Request for Waiver" shall be used for government acceptance of all Type I and Type II nonconformance.

9. FINAL ACCEPTANCE

CLIN 0001 THROUGH 0004

For CLIN items 0001 through 0004, NAVSEA Philadelphia will perform final acceptance. Final acceptance by NAVSEA Philadelphia does not relieve the supplier of performing final inspection and test and delivery of the material in accordance with description requirements.

E. MATERIAL REQUIREMENTS:

1. Mechanical Mast Group system components in accordance with enclosure (1) shall be supplied as Government Furnished Equipment (GFE)
2. SUBSAFE Electrical Hull Fittings, (P46-4P & P46-5P), in accordance with enclosure (1) shall be supplied as GFE.
3. The contractor shall supply all structural, piping and electrical material necessary to complete the install with the exception of material for SHIPALT 3666D, which shall be supplied as GFM.
4. All "consumable" materials such as grinding wheels, welding rod, paint, etc. shall be supplied by the installing contractor.

F. TOOLS:

1. All on-site tools required to execute the installation of SHIPALT 4173, Increment-1, shall be supplied by the installing contractor.

G. LAY DOWN AREA REQUIREMENTS:

1. The installing contractor shall provide space requirements needed to support temporary on-site office space or work structures, which will be used during the installation.
2. The contractor shall provide NAVSEA Philadelphia Code 9622 with a Preliminary list of support services required at the site to support the installation including but not limited to electrical power, (i.e. 440/120 Volt), low pressure air and phone services. (see A003 of DD FORM 1423)

H. WORK COMPLETION

1. All installation work shall be completed no later than September 3, 2001 for USS CHEYENNE (SSN773), July 17, 2001 for USS TOLEDO (SSN769), October 19, 2001 for USS LOUISVILLE (SSN724) and October 19, 2001 for USS SAN JUAN (SSN751).

Labor Categories and Qualifications

The contractor is responsible for furnishing to the Government individuals which either meet or exceed the qualifications listed for the following labor categories, required with performance under this contract:

1. Labor categories and qualifications:

a) PROGRAM MANAGER

- (1) Bachelor's Degree in an engineering discipline from an accredited college or university, or P. E. license.
- (2) Fifteen (15) years experience in management of engineering projects involving maintenance, repair, testing, product improvement, or alteration of naval ship Hull, Mechanical, Electrical, Electronic, Ordnance equipment and systems.
 - (a) Ten (10) years of working experience in engineering projects involved in design, test, maintenance or operation of Hull, Mechanical, Electrical, Electronic, Ordnance equipment Systems and equipment.
 - (b) Six (6) years of working experience in engineering projects involving development and installation of Naval Ship Alterations (SHIPALTS) or package alterations or similar modifications.
- (3) Working experience in the DOD acquisition procedures.
- (4) Working knowledge of Naval Sea Command, Naval Surface Warfare Center, Naval Shipyards, Supervisor of shipbuilding, Conversion and Repair and Type Commanders' organizations.

b) PROJECT ENGINEER

- (1) Engineering Degree or ten (10) years experience managing engineering projects in lieu of an Engineering Degree. This experience should not have been gained concurrently with the experience requirements listed in paragraph (2) and (3) below.
- (2) Four (40 years experience in design, operation, maintenance, and testing of Naval Ships Hull and Deck Machinery Systems and Equipment; working knowledge of Navy data systems, and knowledge of Navy procedures for establishing and maintaining equipment maintenance requirements.
- (2) Two (2) years project engineering experience in maintenance, repair, testing, installation or alteration of naval ship systems.

(c) Planner and Estimator

- (1) Graduate of high school, trade or industrial school or GED equivalent.
- (2) Six (6) years experience which should include the following:

- (a) Experience in preparing Naval industrial cost and time estimates (time, labor and material) for alterations and repairs to naval ship Hull, mechanical, Electrical, Ordnance systems on surface ships and submarines.
- (b) Experience in repair definition, production procedures, planning procedures, material requirements, technical instructions, NAVSEA directives and other similar instructions.
- (c) Experience in preparing contract specifications (bid specifications) and estimates for work to be accomplished on naval ships by private shipyards or contractors.
- (d) Experience in preparing material lists for shipyards or contractors.

(d) Quality Assurance Specialist

- (1) Graduate of high school, trade or industrial school or GED equivalent.
- (2) Three years experience in performing quality assurance and control inspection on naval ship Hull, Mechanical, Electrical, Electronic, Ordnance systems for specification and engineering drawing requirement compliance.
- (3) Five (5) years shop experience which has provided a practical knowledge Of quality assurance programs, quality control inspection systems, and machining skills and a detailed knowledge of shop procedures, processes, methods and techniques.
- (4) Must be certified by Commander Naval Sea Systems Command, Washington, D.C. to inspect work on SUBSAFE systems.**

(e) MARINE EQUIPMENT MECHANIC

- (1) Two, (2), years journeyman experience and completed an apprenticeship program or its equivalent.
- (2) Superior trade knowledge of mechanical principles of the operating of machinery, of hydraulics, the machining of metals, of mathematics and of basic physics and general science.
- (3) Ability to operate, set up and align various portable tools used in the trade as well as the ability to use such precision measuring instruments as height gauges, dept gauges, calipers, verniers, lay-out tools, vibro techometers, stroboscopic tachometers, vibration indicators.
- (4) Ability to apply and interpret blueprints, sketches and specifications and to apply manual skills in disassembling, repairing and building equipment and machinery.

(f) SHIPFITTER/WELDER/BURNER

- (1) Six, (6), years journeymen experience and completed an apprenticeship program or its equivalent.
- (2) Knowledge, skills and abilities sufficient to lay out fabricate and assemble various metal structural parts and large pieces of ships and other vessels. This includes cutting and shaping of parts, shop subassembly of parts and positioning, alignment and securing of parts and sub-assemblies.

- (3) Ability to apply and interpret blueprints and mold templates in order to lay out and fabricate structural parts for construction.
- (4) Ability to operate shop machinery to construct necessary structural parts as well as ability to drill, saw and bolt.
- (5) Knowledge of welding standards and how metals and alloys, such as different kinds of steel, aluminum, cast iron, nickel, monel, metal brass, copper, bronze, magnesium, beryllium and titanium react to different welding processes and techniques.
- (6) Capability to weld metal parts and structures that vary in size, shape and thickness from light gauge metals to heavy plate requiring multiple passes and to welding passes and to weld dissimilar metals, such as copper to steel.
- (7) Skill to make complete penetration and fusion welds and ability to use MIG and TIG methods.
- (8) Ability to make mathematical calculations, such as basic geometry.

(g) PIPEFITTER/BRAZIER

- (1) Six, (6), years journeyman experience and completed and apprenticeship program or its equivalent.
- (2) Knowledge, skills and abilities to fabricate and assemble various piping systems of differing metal. This includes cutting, shaping and brazing, alignment and mounting of piping systems.
- (3) Knowledge of how equipment and systems are installed and operated as well as the ability to plan work, lay it out and modify or repair new and/or existing piping. Must be able to plan for the placement, elevation and installation of the items, replacement parts, valves, etc,
- (4) Knowledge of brazing procedures and how various metals and alloys such as different kinds of steel, aluminum, cast iron, nickel, brass, copper, bronze. Magnesium, beryllium and titanium react to different brazing processes and techniques.
- (5) Ability to make mathematical calculations such as basic geometry.

(h) MARINE ELECTRICIAN

- (1) Six, (6), years journeyman experience and completed and apprenticeship program or its equivalent.
- (2) Working know of trade mathematics and formulas in order to calculate voltage, amperes and resistance requirements and to determine size and types of material, such as controls, switches, distribution panels, fuses, etc., for each project and/or test.
- (3) Ability to read and interpret blueprints, sketches, written technical instructions and manuals and to plan to make working diagrams and circuits.
- (4) Fully versed in the use of all types of electrical measuring instruments and of various electronic measuring devices, such as voltmeters, ammeters, ohmmeters and power analyzers.

(i) SITE FOREMAN

- (1) High School graduate or GED required.
- (2) Graduate of shipyard apprenticeship program or its equivalent.
- (3) Eight, (8), years of hands on experience with repair and maintenance of Naval hull, mechanical, electrical, electronic, ordnance, submarine mast/antenna, periscope and/or other sensor systems.
- (4) Three, (3), years experience in the supervision of technical support for maintenance and repair of HM&E ship systems.
- (5) Full and up-to-date knowledge of Navy's 3-M system
- (6) Knowledge of the Navy's ships systems repair organization and procedures.
- (7) Full knowledge of the local and state environmental regulation.
- (8) Working knowledge in the operation of gas free equipment/instrumentation.

(j) ELECTRONICS TECHNICIAN

- (1) Six, (6), years journeyman experience and completed and apprenticeship program or its equivalent.
- (2) Three, (3), experience in shipboard installations and testing including operation and maintenance of shipboard electronic equipment.

(k) TYPIST

- (1) The typist should have experience in the operation of word processing systems as installed on IBM-compatible word processors and should have at least one, (1), year of experience in three systems.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
MIL I-45208			
ANSI/ASQC Q9002-1994			
ISO 10012-1			
ANSI/NCSL Z540			

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

Naval Surface Warfare Center
Mr. Stephen LoCasale, Code 9622
Building 29, 2nd Floor
Naval Business Center
Philadelphia, PA 19112-1403

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
_____ is required with each invoice submittal.
_____ X is required only with the final invoice.
_____ is not required.
- (f) A Certificate of Performance
_____ X shall be provided with each invoice submittal.

** is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

* In contracts with the Canadian Commercial Corporation, substitute
"Administrative Contracting Officer" for "contract auditor".

** Check appropriate requirements.

(End of clause)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

GOVERNMENT FURNISHED MATERIAL (GFM) SUPPLIED FOR HDR INSTALLATION

1. Mast Fairing Assembly (Fairing, Antenna, Hoist Cylinder)
2. Bearing Parts Sets
3. EHF Hull Penetrates (P46-4P & P46-P5)
4. Hydraulic Control Box
5. HDR Control Valve
6. Closure Door Assembly
7. Closure Door Plate
8. Electrical and mechanical components components to accomplish SHIPALT 3666D
9. Conduit Lock Nut, Part No. 5530K23
10. Cable Fitting Assembly, NSN 5975-00-661-0598
11. Conduit Outlet, NSN 5975-01-074-6890, Part No. GUAT36
12. Connector, Part Kit Electrical, MS24231/1-001, NSN 5935-00-705-1666
13. Cable Assembly, Power Electrical, NSN 6150-00-681-8380

Noted GFM will be delivered to Pearl Harbor and New London, CT according to the following schedule:

Pearl Harbor Naval Base

USS CHEYENNE	5/27/01
USS LOUISVILLE	7/15/01

Submarine Base, New London, Conn.

USS TOLEDO	5/29/01
USS SAN JUAN	7/11/01

PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (JUN 1996) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.nslcptsmh.navsea.navy.mil/cparmenu.htm>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) **Quality of Product or Service:** This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) **Product Performance:** The contractor's achieved product performance relative to performance parameters required by the contract.

(B) **Systems Engineering:** The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) **Software Engineering:** The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) **Logistics Support/Sustainment:** The success of the contractor's performance in accomplishing logistics planning.

(E) **Product Assurance:** The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) **Other Technical Performance:** All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) **Schedule:** Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) **Cost Control (Not required for FFP or FFP/EPA):** The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) **Management:** This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) **Management Responsiveness:** The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) **Subcontract Management:** The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) **Program Management and Other Management:** The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional).* Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good).* Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory).* Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal).* Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet

identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999

52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper

invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have

accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may

directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other

Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings

[Figures in percent]

Sharing arrangement

Contract type	Incentive (voluntary)	Program requirement (mandatory)
	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate
-----	-----	-----

Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50/50	\1\ 50/50	75/25	75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50/50	(\2\)	75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 75/25	\3\ 75/25	85/15	85/15

 \1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value

engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR <http://farsite.hill.af.mil>
DFARS <http://farsite.hill.af.mil/VDFDARa.htm>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Anita Nocton, Code 3353
Naval Surface Warfare Center, Carderock Division, Philadelphia
5001 South Broad Street
Philadelphia, PA 19112-1403
Telephone 215-897-7388

GOVERNMENT FURNISHED PROPERTY FOR OTHER THAN INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

1. Mast Fairing Assembly (Fairing, Antenna, Hoist Cylinder)
2. Bearing Parts Sets
3. EHF Hull Penetrates (P46-4P & P46-P5)
4. Hydraulic Control Box
5. HDR Control Valve
6. Closure Door Assembly
7. Closure Door Plate
8. Electrical and mechanical components components to accomplish SHIPALT 3666D
9. Conduit Lock Nut, Part No. 5530K23
10. Cable Fitting Assembly, NSN 5975-00-661-0598
11. Conduit Outlet, NSN 5975-01-074-6890, Part No. GUAT36
12. Connector, Part Kit Electrical, MS24231/1-001, NSN 5935-00-705-1666
13. Cable Assembly, Power Electrical, NSN 6150-00-681-8380

Noted GFM will be delivered to Pearl Harbor and New London, Conn according to the following schedule:

Pearl Harbor Naval Base	
USS CHEYENNE	5/27/01
USS LOUISVILLE	7/15/01

Submarine Base, New London, Conn.	
USS TOLEDO	5/29/01

USS SAN JUAN

7/11/01

(b) The property will be delivered at Government's expense at or near [**]

** The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

SECTION J List of Documents, Exhibits and Other Attachments

ATTACHMENTS

A. LIST OF GOVERNMENT FURNISHED MATERIAL.

B. CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423, EXHIBIT A

C. DD FORM 254 SECURITY CLASSIFICATION REQUIREMENTS

D. 688-725 AND 750 HDR INSTALLATION DRAWINGS AS LISTED UNDER **SECTION C. DRAWINGS** IN THE STATEMENT OF WORK. ALL DRAWINGS ARE ON ENCLOSED CD ROM WITH THE EXCEPTION OF THE FOLLOWING:

USS LOUISVILLE (SSN723)

h. 516-7259353

l. 516-7259358

q. 608-7388065

t. 516-7428940

USS CHEYENNE (SSN773), USS TOLEDO (SSN769), USS SAN JUAN (SSN751)

h. 516-7259353

m. 111-7273889

o. 412-7273851

x. 401-7313470

THE DRAWINGS LISTED ABOVE ARE FURNISHED AS HARD COPIES.

E. PROCEDURE FOR INSTALLATION OF HDR SATCOM ANTENNA SYSTEM MAST MECHANICAL GROUP (MMG) ON SSN688 CLASS SUBMARINES SSN751 THROUGH SSN773 SE134-AC-PRO-010. (PARTIAL HARD COPY AND CD ROM)

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted

cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-3 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical data or computer software previously delivered to the government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed Fee contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Anita Nocton, Code 3353
 Naval Surface Warfare Center, Carderock Division, Philadelphia
 5001 South Broad Street
 Philadelphia, PA 19112-1403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR <http://farsite.hill.af.mil>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SINGLE AWARD FOR SUBLINE ITEMS (JUN 1996) (NSWCCD)

Subject to the provisions contained herein, award shall be made to a single offeror for all subline items within each contract line item. Offers must include each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.

SINGLE AWARD BY LOT (JUN 1996) (NSWCCD)

- (a) Award will be made to a single offeror on each entire Line Item.
- (b) For the purpose of evaluating offers, each Line Item indicated below will be considered as a single item and will be awarded only as a unit:

Line Item number

0001
0002
0003
0004

- (c) The offeror must propose on all sub-line items in a line item to be eligible for award of that lot. Award will be made to the responsible offeror proposing the lowest aggregate price for each lot as designated above; however, the Government reserves the right to award by sub-line item within any lot when the contracting officer determines that it is advantageous to the Government.

SELECTED COST DATA FOR OTHER THAN INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

- (a) **DIRECT MATERIALS** - Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount, e.g., engineering estimate, vendor quote, catalog item, etc.
- b) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).
- (c) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(d) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(e) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(f) OTHER- (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(g) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(h) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

SECTION M Evaluation Factors for Award

AWARD WILL BE MADE TO THE OFFEROR WITH THE LOWEST EVALUATED COST FOR EACH ITEM.